

General Terms of Business and Conditions of Sale of Bauwerk Parkett AG, Margrethen/Switzerland

1. The General Terms of Business apply to all sales and deliveries, unless otherwise expressly agreed in writing.
2. For the products, wood from sustainable forests is used, with corresponding supplier certificates available. The declaration of wood variety and origin is issued in accordance with the supplier's specifications.
3. All transactions are subject to force majeure, such as strikes, lock-outs, impeded shipping, blockades, seizure, conflagration, earthquake, shortage of raw materials, machine breakdown, bans on imports and exports, quota-fixing measures, increases in insurance fees and other events beyond the control of the Vendor or its Supplier. In such cases, the Vendor shall have the right to withdraw in full or in part from the deal, without this constituting any reason for claims for compensation by the Buyer.
4. Any official measures of whatever nature that have occurred during the time since the contract has been signed, for example customs charges increases and port duty increases, transportation cost surcharges, any demurrage, low-water supplements or additional costs as a result of the prevention of forwarding by water, newly incurred quota-fixing fees, exchange rate changes, increases in prices by the supplier and so on may be added by the Vendor to the originally agreed price without this giving the Customer the right to withdraw from the contract.
5. When a sales confirmation is issued, the details contained therein shall be legally binding upon the Customer, unless he lodges objections in writing within three days of its receipt.
6. All consignments travel at the expense of and at the risk of the Buyer.
7. For invoicing, the dimensions and specifications established at the time of departure shall prevail, irrespective of whether or not these are assumed. Port duties and surcharges for lorry carriage, etc., shall be at the expense of the Buyer.
8. Quotes are always non-binding on the Vendor; the Vendor reserves the right to order sales in the interim. Details of dryness, delivery deadline, weights, freight, etc. are given according to best knowledge but are non-binding. Any samples sent shall always remain as type samples. There is no liability for consequential losses arising from the use of the acquired goods. Claims under warranty may not be made for amounts higher than the value of the volume of the consignment that is the subject of the complaint. In the event of sales from direct imports, the original grading of the country of production shall be seen as binding, even in respect of the recipient of the goods (without special agreement).
9. If the goods need to be stored temporarily in the interim, the related costs shall also be at the expense of the Buyer. If, during the working hours of the Vendor, the goods are not accepted, the additional costs, such as extra freight charges, are to be paid for in full by the Buyer.
10. If the intended volume is not accepted within the agreed period, the Vendor may invoice in part or in full for this. Any storage monies, lost interest, etc., incurred as a result of delayed collection shall be at the expense of the Buyer. In the event of changes to the financial position of the Buyer and in the event that the agreed terms of payment are not observed, the Vendor shall have the right to cancel any goods orders yet to be delivered, without this giving grounds for the Buyer to claim payment or compensation as a result.
11. Payment is to be made within 30 days of receipt of the goods at the latest, strictly net, without any deductions of discounts, unless something to the contrary has been agreed. Until payment for the goods has been effected in full, they may be covered by a reservation of title. In the event of delayed payment, the Vendor shall be entitled to charge default interest of at least 2% above the standard rate of interest on current accounts, together with any other charges. If the agreed payment deadline is not met, in particular in the event of the pursuit of legal action, the Vendor shall have the express right to declare all claims due and payable with immediate effect and to declare the discounts given as invalid.
12. In no way shall complaints give reasons for a refusal to assume the goods or the agreed payment. Furthermore, the Buyer is responsible for the proper and professional storage of the goods until such time as the complaint is settled.
13. Complaints are to be lodged in writing within 14 days of receipt of the goods and before they are processed. If differences compared with the issued invoice are detected, complaints are to be lodged in writing within 8 days of receipt of the invoice concerned. Otherwise, goods and invoice shall be seen as recognised.
14. The Buyer undertakes to provide supplier protection for the Vendor as standard for the industry for three years after receipt of the most recent consignment.
15. In addition, the terms of delivery in our price list apply.
16. The legal venue and place of performance is the registered office of the Vendor.

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bauwerk
DESIGNED TO LIVE